

Express Mail #EI057570340US



1 Steven MacArthur-Brooks, *sui juris*, *In Propria Persona*.

2 Kevin: Walker, *sui juris*, *In Propria Persona*.

3 C/o 15822 North West 87th Court

4 Miami Lakes, Florida [33018]

5 non-domestic *without* the United States

6 Email: steven@walkernovagroup.com

7 *Attorney(is) In Fact, Executor(s), Trustee(s), Authorized*
Representative(s), and Secured Party(ies) for Plaintiff(s)

8 TMSTEVEN MACARTHUR-BROOKS© ESTATE,

9 TMSTEVEN MACARTHUR-BROOKS© IRR TRUST.

FILED BY MC D.C.

DEC 02 2024

ANGELA E. NOBLE
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10 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF
 11 FLORIDA MIAMI DIVISION

12 TMSTEVEN MACARTHUR-BROOKS©
 13 ESTATE, TMSTEVEN MACARTHUR-
 14 BROOKS© IRR TRUST,

15 Plaintiff(s),

16 vs.

17 ALEJANDRO MORENO, et al.,

18 Defendant(s).

Case No. 1:24-cv-24273-RKA

Judge: Roy K. Altman

**PLAINTIFFS' SUPPLEMENTAL
 AFFIRMATION OF RECORD,
 NOTICE OF DEFENDANTS'
 CONTINUED DISHONOR,
 DEFAULT, AND WILLFUL
 NONCOMPLIANCE, AND
 REQUEST[DEMAND] FOR
 SANCTIONS, SUMMARY
 JUDGMENT, AND RELIEF.**

19
 20 **PLAINTIFFS' SUPPLEMENTAL AFFIRMATION OF RECORD,**
 21 **NOTICE OF DEFENDANTS' CONTINUED DISHONOR, DEFAULT,**
 22 **AND WILLFUL NONCOMPLIANCE, AND REQUEST[DEMAND]**
 23 **FOR SANCTIONS, SUMMARY JUDGMENT, AND RELIEF**

24 COMES NOW, Plaintiffs TMSTEVEN MACARTHUR-BROOKS© ESTATE and
 25 TMSTEVEN MACARTHUR-BROOKS© IRR TRUST (hereinafter "Plaintiffs"), by and
 26 through their Attorney(ies) In Fact, who exercise the authority granted by an
 27 executed 'Affidavit of Powers of Attorney In Fact,' (Exhibit D). Plaintiffs,
 28 proceeding in accordance with their unalienable right to contract, as **secured** and

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1 **protected** by the Constitution of the United States of America, and in particular
 2 **Article I, Section 10** of the Constitution, which states: "No State shall... pass any
 3 Law impairing the Obligation of Contracts."

4 //

5 **I. Affirmation of Service of Process**

6 1. Plaintiffs reaffirm that service of process was properly effected as follows:

7 **A. Service via Email to All Defendants:**

8 Service was completed on **October 29, 2024**, via email to all named
 9 Defendants, in compliance with **Fla. R. Jud. Admin. 2.516**, as evidenced
 10 by the email confirmation attached hereto as **Exhibit Z**.

11 **B. Proof of Service Included with Initial Complaint:**

12 Proof of service was filed with Plaintiff's initial complaint as part of the
 13 record and remains valid and sufficient.

14 **C. Additional Service to Defendant SOUTH FLORIDA AUTO 15 RECOVERY (SFAR):**

16 Additional service to Defendant SFAR was completed on **November 1,**
 17 **2024**, by the **Miami-Dade Police Department** at **3:43 p.m.**, as evidenced
 18 by the Proof of Service (**Exhibit W**).

19 **II. Defendants' Continuing Dishonor, Default, and Failure to Rebut**

20 2. Defendants have failed to rebut or provide any substantive response to the
 21 un rebutted Verified Complaint, three (3) Verified Commercial Affidavits, and
 22 accompanying "**AFFIDAVIT CERTIFICATE OF DISHONOR, NON-**
 23 **RESPONSE, DEFAULT, JUDGMENT, AND LIEN**
 24 **AUTHORIZATION**" (#RF204463888US), which were filed and served in strict
 25 compliance with the Uniform Commercial Code (U.C.C.) and all applicable
 26 legal principles.

27 3. Pursuant to U.C.C. § 3-505, Defendants are conclusively presumed to be in
 28 **dishonor and default**, as evidenced by their failure to respond to Plaintiff's

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administrative notices, contract agreements, and/or unrebutted affidavits, including but not limited to:

- "NOTICE OF DEFENDANTS' FAILURE TO REBUT OR PROVIDE EVIDENCE AND CONFIRMATION OF DISHONOR AND DEFAULT OF ALL DEFENDANTS" filed on 11/26/2024.
- The self-executing Contract Security Agreement #RF204463888US.

4. In accordance with the maxim "**An unrebutted affidavit stands as truth in commerce**", Defendants' silence constitutes **full acquiescence** to **all claims, facts, and judgments** asserted by Plaintiffs. Defendants' failure to act has caused **irreparable injury and harm** to Plaintiffs and constitutes fraud, dishonor, breach of contract, and multiple violations of federal law.

III. Defendants' Procedural and Substantive Violations

A. Violation of Court Orders

5. Defendants have **willfully** violated the Court's procedural order entitled "**ORDER IN CASES WITH MULTIPLE DEFENDANTS**", by filing separate motions without obtaining leave of court, thereby disregarding the explicit instructions of this Honorable Court.
6. Pursuant to Federal Rule of Civil Procedure (FRCP) 16(f)(1), Defendants' noncompliance warrants sanctions, including:
 - Striking of Defendants' filings.
 - Monetary penalties and attorney's fees.
 - Entry of judgment against Defendants for willful failure to comply with the Court's orders.

B. Bad Faith and Frivolous Filings

6. Defendants' actions constitute a clear violation of **FRCP 11(b)**, which prohibits filings made for improper purposes such as harassment, delay, or without evidentiary support. Defendants' frivolous filings have wasted judicial resources and prejudiced Plaintiffs.

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IV. Plaintiffs' Affirmation of Defendants' Contractual Obligations

7. Defendants' obligations are defined and reaffirmed by the un rebutted "AFFIDAVIT CERTIFICATE OF DISHONOR" and the stipulated terms of the self-executing Contract Security Agreement (#RF204463888US).
8. Defendants considered and agreed to a daily obligation of \$1,000,000,000.00 USD, accruing until satisfaction of the debt.
9. As considered and agreed, as of 11/29/2024, Defendants' total obligation amounts to \$16,975,000,000.00 USD, with an additional \$1,000,000,000.00 USD per day continuing until full satisfaction. This obligation is binding under: contract law, principles, legal maxims, and the Uniform Commercial Code.

V. Plaintiffs' Entitlement to Sanctions and Summary Judgment, as a matter of law.

A. Entry of Default Judgment

9. Defendants' willful and continued non-response, dishonor, default, and procedural violations leave no genuine dispute of material fact. Plaintiffs are entitled to default judgment under FRCP 55(b), as Defendants have failed to provide any substantive defense or rebuttal.
1. **Florida Rule of Civil Procedure 1.510(a):** Summary judgement is appropriate where there is no genuine issue as to any material fact and the moving party is entitled to judgement as a **matter of law**. The un rebutted affidavits submitted by Plaintiff(s) establish that there are no genuine issues of material fact in dispute, and Plaintiffs are entitled to judgement based on the evidence presented and as a **matter of law**.

B. Imposition of Sanctions

10. Plaintiffs respectfully request the Court impose severe sanctions against Defendants, including:

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- Monetary penalties for willful noncompliance with the Court's order.
- Reimbursement of Plaintiffs' costs and attorney's fees under 28 U.S.C. § 1927, which totals to the said sum of Three Hundred Million U.S. Dollars (\$300,000,000.00 USD).
- A finding of **civil contempt** for Defendants' willful disregard of procedural and substantive obligations.

C. Fraud, Breach of Contract, and Other Violations

11. Defendants' actions constitute fraud, breach of contract, and dishonor under U.C.C. and federal law. Plaintiffs reaffirm their claims of fraud, embezzlement, breach of trust, and deprivation of rights, as stated in the Verified Complaint and incorporated affidavits.

VI. Legal Principles Supporting Plaintiffs' Claims

12. **Unrebutted Affidavits as Judgment in Commerce:** Plaintiffs' unrebutted affidavits are binding truth under the maxim "**An unrebutted affidavit becomes the judgment in commerce**".
13. **Res Judicata and Collateral Estoppel:** Defendants are barred from contesting the finality of Plaintiffs' claims under the doctrines of **res judicata** and **collateral estoppel**, as all material facts and claims have been resolved conclusively.
14. **Breach of U.C.C. Obligations and Presumed Dishonor:** Defendants' dishonor and default are evidenced by their failure to fulfill obligations defined by U.C.C. § 3-505 and other applicable statutes.

VII. Relief Sought

WHEREFORE, Plaintiffs respectfully request the following relief:

1. **Entry of Default Judgment** against all Defendants in the amount of **\$16,975,000,000.00 USD** as of **11/29/2024**, with an additional **\$1,000,000,000.00 USD per day** continuing until satisfaction of the obligation.

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2. **Striking of Defendants' Noncompliant Filings** for failure to adhere to the Court's procedural order.
3. **Imposition of Sanctions**, including monetary penalties and attorney's fees, for Defendants' **willful** noncompliance and bad-faith conduct.
4. **A Finding of Civil Contempt** against Defendants for their continued disregard of the Court's authority.
5. Any additional relief the Court deems just and proper.

Respectfully submitted this **27th day of November, 2024.**

COMMERCIAL OATH AND VERIFICATION:

County of Miami Dade)

) Commercial Oath and Verification

The State of Florida)

I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 27TH day of NOVEMBER in the year of Our Lord two thousand and twenty four:

proceeding *sui juris*, In Propria Persona, by *Special Limited Appearance*,
All rights reserved without prejudice or recourse, U.C.C. §§ 1-308, 3-402.

By: *Steven MacArthur-Brooks*

Steven MacArthur-Brooks, Attorney In Fact, Secured Party,
Executor, national, private bank(er) EIN # 9x-xxxxxxx

COMMERCIAL OATH AND VERIFICATION:

County of Miami Dade)

) Commercial Oath and Verification

The State of Florida)

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true,

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correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 27TH day of NOVEMBER in the year of Our Lord two thousand and twenty four:

proceeding *sui juris*, In Propria Persona, by Special Limited Appearance,

All rights reserved without prejudice or recourse, U.C.C. §§ 1-308, 3-402.

By: 

Kevin Walker, Attorney In Fact, Secured Party,
Executor, national, private bank(er) EIN # 9x-xxxxxxx

Let this document stand as truth before the Almighty Supreme Creator and let it be established before men according as the scriptures saith: "But if they will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1.

Sui juris, By Special Limited Appearance,

By: 

(WITNESS)

Sui juris, By Special Limited Appearance,

By: 

Brittany Cabral (WITNESS)

//

PROOF OF SERVICE

STATE OF FLORIDA)

) ss.

COUNTY OF MIAMI DADE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Koda's World, 5476 North West 77th Court, suite # 613, Miami Lakes, California [33018]. On November 27, 2024, I served the within documents:

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**1. PLAINTIFFS' SUPPLEMENTAL AFFIRMATION OF RECORD, NOTICE OF
DEFENDANTS' CONTINUED DISHONOR, DEFAULT, AND WILLFUL
NONCOMPLIANCE, AND REQUEST[DEMAND] FOR SANCTIONS,
SUMMARY JUDGMENT, AND RELIEF.**

By Electronic Service on November 27, 2024. Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the 'persons' at the electronic notification addresses listed below.

Michael D. Starks
C/o ANDREW KEMP-GERSTEL and LIEBLER, GONZALEZ,
PORTUONDO.
44 West Flagler Street
Miami Florida, [33130]
mds2@lgplaw.com
sck@lgplaw.com
service@lgplaw.com
akg@lgplaw.com
mkv@lgplaw.com

Shannon: Peterson, Alejandro: Moreno
C/o SheppardMullin
12275 El Camino Real, Suite 100
San Diego, California [92130-4092]
spetersen@sheppardmullin.com
amoreno@sheppardmullin.com

Teresa H. Campbell, Shirley Jackson, Sheryl Flaughner
SAN DEIGO COUNTY CREDIT UNION
6545 Sequence Drive
San Diego, California [92121]
spetersen@sheppardmullin.com

Edwyn: Martinez and Blake: Partridge
C/o SOUTH FLORIDA AUTO RECOVERY CORP and SASTRE,
SAAVEDRA & EPSTEIN, PLLC
PO BOX 226185
Miami, Florida [33222]
blake@sselegal.com
natalie@sselegal.com
aaron@sselegal.com

I declare under penalty of perjury under the laws of the State of Florida that the above is true and correct. Executed on November 27, 2024 at Miami Dade, Florida.

/s/Brittany Cabral/
Brittany Cabral

Express Mail #EI057570340US

**NOTICE:**

Using a notary on this document does *not* constitute any adhesion, *nor does it alter my status in any manner*. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

//

//

ACKNOWLEDGEMENT:

State of Florida)

) ss.

County of Miami Dade)

On this 27th day of November, 2024, before me, Steven MacArthur-Brooks, a Notary

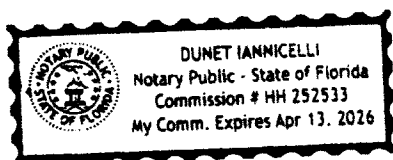
Public, personally appeared Steven MacArthur-Brooks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature

(Seal)



- EXHIBIT Z-

From: Kevin Walker kevinwalker@me.com 
Subject: (CASE #24020644CA01) MACARHTUR-BROOKS ESTATE v SAN DIEGO COUNTY CREDIT UNION, et. al
Date: October 28, 2024 at 1:54 PM
To: Shannon Petersen spetersen@sheppardmullin.com
Cc: Steven . steven@walkernovagroup.com, Steven Brooks macbrooks17@aol.com, amoreno@sheppardmullin.com, tcampbell@sdccu.com, accounting@southfloridaautorecovery.com, kmitchell@sheppardmullin.com, ckissick@sdccu.com, nschmidt@sdccu.com, scarroll@sdccu.com, sfargo@southfloridaautorecovery.com, sfargo@sdccu.com, sflaughter@sdccu.com, sjackson@sdccu.com, transport@southfloridaautorecovery.com, rdonaghy@sdccu.com
Bcc: donnabellemortel@gmail.com, delfond.walker@gmail.com



Shannon Peterson/DEBTOR/fraudster/Registered Foreign Agent/ Officer of the Court/Treasonous Traitor/Defendant, Alejandro Moreno, Kelly Mithcell, Ruby Donaghy, **Sheryl Flaughter (extension 2388)**, Teresa H. Campbell, Shirley Jackson, Nathan Schmidt, Carolyn Kissick, Ryan Little, Scott Carroll, Fiduciary(ies), Does 1-100 Inclusive,

As promised, please see the attached **verified complaint** in the amount of **\$2,975,000,000.00 USD**. This has been duly filed (CASE #24020644CA01) with the court, and in accordance with your agreement to receive service by email, you and your co-defendants are hereby served. All parties on this email have been named.

We will be sending the IRS notice as well and logging his case and the entire caution bond amount via the appropriate forms.

To settle the matter a settlement amount of **\$300,000,000.00 USD** will need to be received within three (3) days.

In **twenty (20) days**, we will motion the court for summary judgment in the said sum of **\$2,975,000,000.00 USD**, which **MUST** be granted as a matter of law. There is nothing left to talk about.

If the title is transfers on the automobile, we will amend the complaint to include, **18 U.S. Code § 1021 - Title records**, which states: **Whoever**, being an officer or other person authorized by any law of the United States to record a conveyance of real property or any other instrument which by such law may be recorded, knowingly certifies falsely that such conveyance or instrument has or has not been recorded, **shall be fined under this title or imprisoned not more than five years, or both.**



VER COM. -
MACB...IT .pdf

Kevin L. Walker, sui juris
Attorney In Fact, Executor, Secured Party.

WALKERNOVA GROUP
WALKERNOVAGROUP.com

The information contained in this e-mail message is privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible, please deliver it to the intended recipient. You are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If this is delivered to you in error, please notify us by e-mail or telephone, and delete the original message. The information in this email including the name of the above sender shall not be considered an electronic signature under Civil Code § 1633.2. The information in this email and/or the conduct of the parties does not give implied consent to conduct a transaction by electronic means under Civil Code § 1633. Thank you.

On Oct 25, 2024, at 11:43 AM, WALKERNOVA GROUP <team@walkernovagroup.com> wrote:

 **Evidence:Exhibits (dragged).pdf**

Shannon Peterson and Alejandro Moreno,

For your reference, I have attached **Exhibits E through J** to this email.

As previously stated, the facts have already been stipulated, along with the terms of the contract agreements

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FROM: (PLEASE PRINT) PHONE (760) 241-9282
Steven MacArthur Brooks, attorney in fact
c/o 15822 North West 87th Court
Miami Lakes, Florida [33018]

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c/o CLERK OF THE COURT
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